

AGREEMENT DISASTER DEBRIS MONITORING SERVICES



The Town of Miami Lakes Council:

**Mayor Michael Pizzi
Vice Mayor Ceasar Mestre
Councilmember Manny Cid
Councilmember Timothy Daubert
Councilmember Nelson Hernandez
Councilmember Tony Lama
Councilmember Nelson Rodriguez**

Alex Rey, Town Manager
The Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33016

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RECITALS

This Agreement made this ____ day of _____ in the year **2013** ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and **(name of company)**, hereinafter called the "Contractor" with its office located at **(address)**.

RECITAL

WHEREAS to obtain Public Assistance ("PA") grant funding from Federal Emergency Management Agency ("FEMA") requires that debris removal operations resulting from a federally declared emergency requires monitoring to document eligible quantities and reasonable expenses and ensure that the work performed is eligible for FEMA PA, and;

WHEREAS the Town issued a Request for Proposal ("RFP") 2013-22 on February 28, 2013 for Disaster Debris Monitoring Services ("Services") and Contractor's proposal ("Proposal"), in response thereto, was selected as one of the most qualified for the provision of said Services. The RFP and the Proposal are expressly incorporated into and made a part of this Agreement as if set forth in full.

B. **WHEREAS**, the Town, through action of the Town Commission has selected the Contractor in accordance the Town's Procurement Ordinance 12-142 and FEMA PA guidelines, and the applicable provisions of the Town Procurement Ordinance, to provide the Services as described herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, agree as follows:

SECTION 1

TERMS AND CONDITIONS

1.1 Definition of Terms

Additional Work or Additional Services means Work authorized by the Town through a Work Order Proposal that is for work in addition to that initially assigned to the Contractor under a Work Order.

Agreement or Contract means the RFP, the Addenda, the Response to the RFP, and this document that has been executed by the Contractor and the Town subsequent to approval of award by the Town Council.

Agreement Documents or Contract Documents means the Agreement, and any change orders, modifications, directives, and clarifications, Work Orders, Supplemental Work Orders, Work Order Proposals, invoices, payments and similar documents produced in connection with the Agreement.

Attachments mean any attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.

Fee means the amount of compensation mutually agreed upon for Services to be provided under a Work Order.

Change Order means a written document ordering a change to the Contract that is covered under a Work Order. A change order must comply with the Agreement Documents.

Cure means the action taken by the Contractor promptly after receipt of written notice from the Town of a breach of the Agreement Documents, which shall be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, service, or other elements of the Work or the Agreement Documents affected by such breach, or to otherwise make good and eliminate such breach, including, without limitation, repairing, replacing or correcting any portion of the Work.

Cure Period means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Agreement Documents after receipt of written Notice to Cure from the Town identifying the deficiencies and the time to Cure.

Days mean calendar days.

Final Completion means the date established for completion of the Work under a Work Order.

Hourly Rates: means the hourly rate to be paid to the Contractor inclusive of all direct and indirect cost, and profit.

Inspector means an authorized representative of the Town assigned to make necessary inspections of the Work or Services furnished by Contractor

Notice To Proceed means a written letter or directive issued by the Town Manager or designee directing that the Contractor begin Work under a Work Order.

Project or Event as used herein refers to a task or assignment issued through a Work Order to the Contractor resulting from an event that requires Debris Monitoring Services.

Project Manager means the individual assigned by the Town to manage the Project.

Request For Information (RFI) means a request from the Contractor seeking an interpretation or clarification relative to the Agreement Documents. The RFI, which shall be clearly marked RFI, shall clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.

Scope of Services means the Work or Services to be performed by the Contractor in accordance with the Agreement Documents.

Work or Services as used herein refers to all reasonably necessary and inferable labor, equipment, materials required to perform the Scope of Services required by the Agreement Documents.

Subcontractor means a person, firm or corporation having a direct contract with the Contractor to perform Work under the Agreement Documents.

Supplemental Work Order means a Work Order issued by the Town that modifies the a previously issued Work Order.

Town means the Town of Miami Lakes. For the purposes of this Agreement term "Town" shall mean the Town Manager.

Town Commission means the legislative body of the Town of Miami Lakes.

Town Manager means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.

Work Order means an assignment of Work issued by the Town to the Contractor for the performance of Work under the Agreement.

Work Order Proposal or Proposal means a proposal submitted by the Contractor at the Town's request which includes the scope and projected cost for a Project or for additional Work under the Agreement.

1.2 Time is of the Essence

Contractor will promptly perform its duties under the Agreement and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Agreement. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Agreement.

All dates and periods of time set forth in the Agreement Documents, inclusive of any Work Orders issued under the Agreement Documents, including those for the commencement, prosecution, interim milestones, milestones, and completion of the Work, were included because of their importance to the Town.

In agreeing to bear the risk of delays for completion of the Work except for extensions approved in accordance with Article 1.46, Extension of Time, the Contractor understands that, except and only to the extent provided otherwise in the Agreement, the occurrence

of events of delay within the Contractor's, control of the Work shall not excuse the Contractor from its obligation to achieve completion of the Work within the approved schedule, and shall not entitle the Contractor to any adjustment.

The Contractor acknowledges that the Town is purchasing the right to have the Contractor continuously working on the Event for the full duration of the Event to ensure the timely completion of the Work.

1.3. Agreement Term

The Agreement shall commence upon execution of the Agreement and continue for a period of three (3) years. The Town, at its sole discretion may exercise an option to renew ("OTR") the Agreement for a period of up to two additional years on a year to year basis. The Town reserves the right to exercise the OTR to extend this Agreement for up to one hundred and twenty (120) Days beyond the current Agreement period and will notify the Contractor in writing of the extension. This Agreement may be extended beyond the one hundred and twenty (120) Days, upon the approval of the Town Council.

Work Orders shall expire as stated on each individual Work Order issued under the Agreement, which may extend beyond the expiration of the Agreement term. The provisions of any specific Work Order, which commences prior to the expiration date of the Agreement and extends beyond said expiration of the Agreement shall survive the expiration thereof and the Agreement shall continue in full force and effect for such Work Orders.

1.4. Pricing

Hourly rates shall not exceed the rates specified in the Price Schedule, Section 5. The rates shall remain firm and fixed for the term of the Agreement, including any option or extension periods. The Contractor may offer incentive discounts to the Town at any time during the Agreement term, including any renewal or extension thereof. The Town reserves the right to negotiate lower hourly rates or other pricing arrangements on a Work Order basis.

1.5 Progress Payments

Contractor may make application for payment for Work performed under a Work Order at intervals of not more than once a month. All applications shall be submitted in triplicate and the Contractor shall only use the Town's Invoice Form, if provided by the Town.

Invoices shall be prepared based on the books of account kept by the Contractor and shall be supported by copies of payroll distribution , bills of receipt, documents or reports required by the Agreement, or other documents reasonably required by the Town, and shall show the Town's Agreement number

All applications for payment shall be made in accordance with the State of Florida Local Government Prompt Payment Act.

Town may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.

- Failure of Contractor to make payments properly to a Subcontractor, or for material or labor.
- Damage to another Contractor not remedied.
- Liquidated damages and costs incurred by Town due to the Contractor's performance or lack thereof.
- Failure of Contractor to provide any and all documents required by the Agreement.

A Work Order may require the Contractor to submit specific documents not required by the Contract.

1.6. Taxes

Contractor shall pay all applicable sales, consumer, use and other taxes required by law.

1.7. Labor and Materials

Unless otherwise provided herein, Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

Contractor shall at all times enforce strict discipline and good order among its employees, and Subcontractors and shall not employ on the Project any unfit person or anyone not skilled in the Work to which they are assigned.

1.8. Notices

Whenever either party desires to give written notice unto the other relating to the Agreement, such must be addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Article. Notice shall be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice shall be deemed given on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For the Town:

Mr. Alex Rey
Town Manager
Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33016
reya@miamilakes-fl.gov

Mr. Gary Fabrikant
Procurement Manager
Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33016
fabrikantg@miamilakes-fl.gov

For Contractor:

(To Be Determined)

During the Work the Contractor shall maintain continuing communications with Design-Build Professional and the Project Manager. The Contractor shall keep the Town fully informed as to the progress of the Project at all times through ongoing communications with the Project Manager.

1.9. Priority of Provisions

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Agreement Documents by reference and a term, statement, requirement, the specifications and plans prepared by the Consultant, or provision of the Agreement Documents the following order of precedence shall apply:

In the event of conflicts in the Agreement the order of precedence stated below shall govern;

- Revisions and Change Orders to the Agreement
- Agreement Terms and Conditions
- Supplemental Work Order
- Work Order
- Scope of Services
- The Town's RFP 2013-22
- Contractor's RFP Response

Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

1.10. Indemnification

The Contractor shall indemnify and hold harmless Town, its officers, agents, and employees, from all liabilities, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Agreement, caused by the negligence, recklessness or intentional misconduct, or any act or omission of Contractor and anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable in the performance of this Agreement. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Agreement. The Contractor shall defend the Town or provide for such defense at its own expense, at the Town's option.

Contractor shall require the Consultant and all Subconsultant and Subcontractor agreements to include a provision that they will indemnify the Town.

This indemnity will survive the cancellation or expiration of the Agreement. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of §725.06 and/or §725.08, Fla. Statute.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Agreement.

1.11. Insurance

Without limiting any of the other obligations or liabilities of Contractor, Contractor shall provide on a primary basis, pay for, and maintain in force until all of its Work to be performed under this Agreement the insurance coverages set forth herein.

1.11.1 Workers' Compensation insurance to apply for all employees in compliance with the Statutory "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

- Waiver of subrogation
- Statutory State of Florida
- Limits of Liability

Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Where the Contractor is using an employee leasing company for any or all of its personnel furnished under this Agreement the Contractor shall complete the Leased Employee Affidavit (Exhibit A).

1.11.2 Employers' Liability with a limit of **One Million Dollars (\$1,000,000.00)** Dollars each bodily injury caused by an accident, each accident. **One Million Dollars (\$1,000,000.00)** Dollars each bodily injury caused by disease, each employee. **One Million Dollars (\$1,000,000.00)** Dollars each bodily injury caused by disease, policy limit.

1.11.3 Commercial General Liability (CGL): Contractor shall maintain coverage issued **on the most recent version of the ISO form as filed for use in Florida, or its equivalent** with minimum limits of **One Million Dollars (\$1,000,000.00)** per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. General Aggregate Limit of **Two Million Dollars (\$2,000,000.00)**. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000.00)** per project. Contractor shall maintain in force until at least three years after completion of all Work required under the Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
- Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

- CGL Required Endorsements
 - Employees included as insured
 - Independent Contractors Coverage
 - Contractual Liability
 - Waiver of Subrogation
 - Premises and/or Operations
 - Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

Town is to be expressly included as an **Additional Insured** with respect to liability arising out of operations performed for Town by or on behalf of Contractor or acts or omissions of Contractor in connection with general supervision of such operation.

1.11.4 Business Automobile Liability with minimum limits of **One Million Dollars (\$1,000,000.00)** per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles.
- Hired and Non-Owned Vehicles.
- Employers' Non-Ownership.
- Employees included as insured

Town shall be listed as an Additional Insured

1.11.5 Umbrella Policy

Bodily injury and property damage liability with limits of **Two Million Dollars (\$2,000,000)** each occurrence and an aggregate limit of **Two Million Dollars (\$2,000,000)**.

Excess coverage over the policies as follows:

- Commercial General Liability
- Business Automobile Liability

Town shall be listed as an additional insured.

1.11.6 Pollution Legal Liability and On-Site Cleanup

Contractor agrees to maintain Contractor's Pollution Legal Liability and On-Site Cleanup with a limit of not less than two million (\$2,000,000) per occurrence on per Project basis.

The above policies shall provide the Town with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change. If the initial insurance expires prior to the completion of the Work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration.

Notice of Cancellation and/or Restriction--The policy(ies) must be endorsed to provide the Town with at least thirty (30) days' notice of cancellation and/or restriction.

Contractor shall furnish to the Town the Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award of the Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.

The Town's Agreement number and title must appear on each Certificate of Insurance and the Town Certificate Holder must read:

Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, FL 33016

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by the Town Manager prior to insurance approval.

Where a self-insured retention or deductible exceeds \$100,000 the Town reserves the right to request a copy of the Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Contractor agrees to maintain a retroactive date prior to the effective date of the Agreement.

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Contractor in accordance with Section 1, General Conditions, Article 1.4, Notices. Contractor shall comply with such requests unless the insurance coverage is not then readily available in the national market. An additive or deductive change order will be issued to adjust the contract value as necessary.

1.12. General Requirements

The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Work a sufficient number of competent and qualified personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Project Manager, should the Project Manager make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work, in a competent and professional manner.

The Contractor shall at all times cooperate with the Town and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

1.13. Method of Performing the Work

The apparent silence of the Agreement Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials or equipment to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality or standards are to be used, and interpretation of the Agreement Documents shall be made upon that basis.

If the Project Manager reasonably determines the rate of progress of the Work is not such as to ensure its completion within the designated completion time, or if, in the opinion of the Project Manager the Contractor is not proceeding with the Work diligently or expeditiously or is not performing all or any part of the Work according to the Project schedule accepted by or determined by the Project, the Project Manager shall have the right to order the Contractor to do either or both of the following: (1) improve its work force; and/or (2) improve its performance in accordance with the schedule to ensure completion of the Work within the specified time: and/or (3) the Town at its sole option may also have Work performed by a third party contractor.

The Contractor shall furnish to the Project Manager a complete listing of 24-hour telephone numbers at which the Key Personnel of the Contractor and all of its Subcontractors can be reached should the need arise at any time.

1.14 Site Investigation and Representation

The Contractor acknowledges that it has, prior to the submission of a Work Order Proposal, satisfied itself as to the nature and potential location(s) of the Work to be performed for an Event. The Contractor shall also satisfy itself as to the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, the type of equipment and facilities needed preliminary to and during the performance of the Work, and all other matters which can in any way affect the Work.

Any failure by the Contractor to acquaint itself with the conditions that may impact the performance of the Work will not relieve Contractor from responsibility for properly estimating the difficulty or cost thereof under the Agreement Documents.

1.15. Work Orders

No specific value has been established for this Agreement as Services will be provided on an Event-by-Event basis. The compensation for all Work and Services performed under this Agreement, including all costs associated with such Work and Services, shall be as stated in Work Order(s) issued as a result of this Agreement.

Where the Town determines that the Contractor's Services are required to adequately respond to an Event the Town will rest the Contractor to submit a Proposal based on the Scope of Services required to respond to the Event. The Town may accept the Work Order Proposal as submitted or negotiate the parameters of the Proposal. The Town upon acceptance of the Proposal will issue a Work Order to the Contractor authorizing the Services to be provided. Said Work Order will include the maximum cost authorized under the Work Order and the timeframe for completion of the Work. Any revisions to a Work

Order previously issued will be authorized through Supplemental Work Order issued in accordance with the Contract.

An Event may require that the Contractor commence Work prior to negotiations being completed. Where such circumstances occur the Town will issue a Work Order allowing for a limited Scope of Services to be provided, inclusive a time for performance and maximum cost for the Work.

1.16. Supplemental Work Orders

Any change in the Work that results in changes in the scope, value or time for performance previously authorized under a Work Order, shall be authorized only by a Supplemental Work Order approved in advance, and issued in accordance with the provisions of the Agreement Documents.

In the event satisfactory adjustment cannot be reached for any item requiring a change in the Agreement Price or Agreement Time, and a Change Order has not been issued, the Town reserves the right at its sole option to either terminate the Agreement as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; or submit the matter in dispute to the Town Manager as set forth in Article 1.89, Resolution of Disputes. During the pendency of the dispute, and upon receipt of a Change Order approved by Town, Contractor shall promptly proceed with the change in the Work involved and advise the Project Manager, and Procurement Manager, in writing, within seven (7) days of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Agreement Price or Agreement Time.

On approval of any Agreement change increasing the Agreement Price, Contractor shall ensure that the performance bond and Payment Bond (if applicable) are increased so that each reflects the total Agreement Price as increased.

Under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Agreement and which are within the general scope of the Agreement Documents. Any such changes will be known as Extra Work.

No Extra Work shall be performed except pursuant to written orders of the Project Manager, or the Town Manager, expressly and unmistakably indicating his/her intention to treat the Work described therein as Extra Work. In the absence of such an order, the Project Manager or Town Manager, may direct, order or require the Contractor to perform any Work including that which the Contractor deems to be Extra Work. The Contractor shall nevertheless comply and shall promptly and in no event after, begin the performance thereof or incur cost attributable thereto and give written notice to the Project Manager stating why it deems such Work (hereinafter "Disputed Work") to be Extra Work. Said notice is for the purposes of (1) affording an opportunity to the Project Manager to cancel such order, direction or requirements promptly; (2) affording an opportunity to the Project Manager to keep an accurate record of materials, labor and other items involved; and (3) affording an opportunity to the Town to take such action as it may deem advisable in light of such disputed Work.

1.17. Change Orders

The Town reserves the right to order changes which may result in revisions to the Contract that are not covered by a Work Order. Such revisions shall only be authorized through the issuance of a Change Order, which shall be issued in accordance with the requirements of the Contract. Such Change Orders must be contained in a written document, executed by both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by the Town.

1.18 No Oral Changes or Work Orders

Except to the extent expressly set forth in the Agreement, no change in or modification, termination or discharge of the Agreement or, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.

1.19. Press Release or Other Public Communication

Under no circumstances shall the Contractor, without the express written consent of the Town:

- Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor obtains prior written approval from the Town Manager or Project Manager. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and

Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or Service provided by the Contractor or such parties have been approved or endorsed by the Town.

1.20. Project Management

Where a Contractor is awarded Work, the Contractor shall be responsible for all Project management, including any and all subcontracts necessary to ensure that the Work is performed in accordance with the Agreement Documents.

1.21. Contractor's Key Staff

The parties acknowledge that Contractor was selected by Town, in part, on the basis of qualifications of particular staff identified in Contractor's response to Town's solicitation, hereinafter referred to as "Key Staff". Contractor shall ensure that Key Staff, including Contractor and, where applicable, Subcontractor Key Staff are available for Work hereunder as long as said Key Staff is in Contractor's or Subcontractor's employ. Contractor will obtain prior written acceptance of Project Manager to change Key Staff. Contractor shall provide Project Manager, or designee with such information as necessary to determine the suitability of proposed new Key Staff. Project Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance shall not constitute any

responsibility or liability for the individual's ability to perform. Key Staff shall be listed Key Staff in Form B.

1.22. Superintendence and Supervision

The Contractor shall keep the Agreement under his own control and it shall be its responsibility to see that the Work is properly supervised and carried on faithfully and efficiently.

The orders of the Town are given through the Project Manager, which instructions are to be strictly and promptly followed in every case. Contractor shall keep on the Project during its progress, a full-time competent English speaking Supervisor, and who shall have full authority by the Contractor to direct the performance of the Work and make arrangements for all necessary materials, equipment, and labor without delay, and any necessary assistants, all satisfactory to Project Manager. The Supervisor shall not be changed except with the written consent of Project Manager, unless the Supervisor proves to be unsatisfactory to Contractor and ceases to be in its employ. The Supervisor shall represent Contractor and all directions given to the Supervisor shall be as binding as if given to Contractor and will be confirmed in writing by Project Manager upon the written request of Contractor. Contractor shall give efficient supervision to the Work, using its best skill and attention. The Project Manager shall be provided telephone number(s) for the Supervisor where the Supervisor can be contacted during normal working hours as well as after hours for emergencies.

The Project Manager and Contractor shall meet as necessary during the course of the Work to review and agree upon the Work performed and any outstanding issues.

Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

1.23 Authority of the Project Manager

The Project Manager, shall determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under this Agreement Documents.

The Contractor shall be bound by all determinations or orders of the Project Manager and shall promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager shall have authority to act on behalf of the Town to the extent provided by the Agreement, unless otherwise modified in writing by the Town. All instructions to the Contractor shall be issued in writing. All instructions to the Contractor shall be issued through the Town Manager or Project Manager.

The Project Manager shall have access to the Project Site at all times. The Contractor shall provide safe facilities for such access so the Project Manager may perform their functions under the Agreement. The Project Manager will make periodic visits to the Work Site to become generally familiar with the progress and quality of the Work, and to determine if the Work is proceeding in accordance with the Agreement Documents.

The Project Manager will not be responsible for means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Agreement Documents.

The Project Manager will have authority to reject Work that does not conform to the Agreement Documents. Neither the Project Manager's authority to act under this Article, nor any decision made by him in good faith, either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Manager to the Contractor, any Subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager will not be responsible for the acts or omissions of the Contractor, or any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

1.24. Subcontractors

A Subcontractor is any person or entity that is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with Contractor. Contractor shall be solely responsible for and have control over the Subcontractors.

All subcontracts shall:

- require each Subcontractor to be bound to the Contractor to the same extent Contractor is bound to the Town by the terms of the Agreement Documents, as those terms may apply to the portion of the Construction Work to be performed by the Subcontractor;
- require the Subcontractor to indemnify and hold harmless the Town, its officers, agents, directors, and employees, and instrumentalities as provided in this Agreement.
- a provision requiring Subcontractor to maintain insurance in accordance with the Agreement Documents;
- provide that the Town will be an additional insured on all insurance policies required to be provided by the Subcontractor that are required of the Contractor;
- a provision that neither Contractor nor such Subcontractor shall have the right to require arbitration of any disputes in those cases where the Town (or its assignee) is a party;
- a provision that Subcontractor shall promptly notify the Town (with a copy to Contractor) of any default of Contractor under the Subcontract, whether as to payment or otherwise;
- provisions that Subcontractor shall comply with all applicable laws (including prompt payment) and the Town requirements as set forth in the Agreement and maintain all files, records, accounts of expenditures for Subcontractor's portion of the Work to the standards set forth in the Agreement.

Contractor shall be fully responsible for all acts and omissions of its Subcontractor and of persons directly or indirectly employed by its Subcontractors and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in the Agreement Documents

shall create any contractual relationship between any Subcontractor and Town or any obligation on the part of Town to pay or to see the payment of any monies due any Subcontractor. Town may furnish to any subcontractor evidence of amounts paid to Contractor on account of Work performed.

Contractor shall be required to comply with all Town requirements for Subcontractor utilization reports, if required.

If Contractor requires a Subcontractor to obtain performance and payment bonds, then such bonds shall name the Contractor and the Town as co-obligees, shall cover all warranties and guarantees of the Subcontractor, and shall comply with all bond requirements under this Agreement.

Contractor shall require all Subcontractor agreements to include a provision that they will indemnify and hold harmless the Town, its officers, agents, directors, and employees, and instrumentalities as herein provided

1.25. Worker's Identification

The Contractor's employees, who include Consultant, any Subcontractor, and/or Subconsultant, shall wear an identification card or similar identification provided by the Contractor. The identification shall bear the employee's picture, name, title and name of the employer. Failure by a Contractor's employee to wear such identification may result in the individual's removal from the Work, until such time as the identification card is obtained and worn. Such removal shall not act as a basis for the Contractor to submit a claim for an extension of time due to any resulting delay.

1.26. Removal of Unsatisfactory Personnel

The Project Manager may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, Consultant, or any or Subconsultant or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Agreement Documents. The Contractor shall respond, in writing to the Project Manager within seven (7) days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that should not occur. The Town shall make the final determination as to the removal of unsatisfactory personnel from Work assigned by Town. The Contractor agrees that the removal of any of its employees does not require the termination or demotion of said employee(s).

1.27. Rules, Regulations, and Licenses

The successful Contractor shall comply with all laws and regulations applicable to provision of Services specified in the Agreement Documents. The Contractor shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.28. Permits, Licenses and Impact Fees

Pursuant to the Public Bid Disclosure Act, each license, permit or fee **REQUIRED BY THE TOWN AND PAYABLE TO THE TOWN** by virtue of this construction as part of the Agreement will be paid as follows:

Town's permit fees shall be paid by the Contractor and reimbursed by the Town.

"Licenses, permits and fees which may be required by Miami-Dade County, the

State of Florida, or other governmental entities are not “waivable” and must be paid by the Contractor. The Town will reimburse the Contractor for such licenses, permits, and fees upon being provided documentation from the applicable entity that payment(s) have been made.

Except as otherwise provided within the Agreement Documents, all permits and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the Work undertaken by Contractor pursuant to the Agreement Documents shall be secured and paid for by Contractor. It is Contractor’s responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project(s) for whom a Certificate of Competency is required.

Impact fees levied by the Town shall be waived and Miami-Dade County shall be paid by Contractor and reimbursed by the Town. Contractor shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to Contractor in no event shall include profit or overhead of Contractor.

1.29. Compliance with Applicable Laws

The Contractor shall comply with all applicable laws, regulations, environmental, transportation, building, and construction codes of the Federal government, the State of Florida, the County, and the Town.

1.30. Progress Meetings

The Town shall conduct a kick-off meeting prior to the commencement of the Work under a Work order. Contractor shall attend progress and coordination meetings as required by the Project Manager to help ensure efficient and timely completion of the Work in a manner that will maximize the recovery of FEMA PA funds.

The Contractor shall arrange for the participation of its Subcontractors when the Project Manager requires their presence.

The Contractor shall maintain minutes of the meeting and distribute copies of the minutes to all parties in attendance

1.31. Project Site Facilities

The Contractor shall arrange any facilities it may necessary required to perform the Work. Any request by the Contractor to locate temporary facilities on Town property shall require the prior written approval of the Project Manager.

The Contractor shall furnish an adequate supply of drinking water for its personnel and its Subcontractors.

1.32. Security

Security shall be provided by the Debris Monitoring Contractor and may be augmented by the Town’s police force.

1.33. Accidents

The Contractor shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project

duration. The Contractor shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50. In addition, the Contractor must report immediately to the Project Manager every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents.

1.34. Safety Precautions

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees performing Work and other persons who may be affected thereby. Contractor shall designate a responsible member of its organization whose duty shall be the prevention of accidents.

Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by Contractor, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Project Manager has issued the Contractor a notice of Final Acceptance.

Contractor must adhere to the applicable environmental protection guidelines for the duration of the Project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the Town, Miami-Dade County, State of Florida, and Florida Building Code), which bear on the performance of the Work.

If an emergency condition should develop during the Project, the Contractor must immediately notify the Project Manager of each and every occurrence. The Contractor should also recommend any appropriate course(s) of action to the Project Manager.

1.35 Resolution of Disputes

Contractor understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town shall be submitted for resolution in the following manner.

The initial step shall be for the Contractor to notify the Project Manager in writing of the claim or dispute and submit a copy to the Town of Miami personnel identified in Article 1.8, Notices.

Should the Contractor and the Project Manager fail to resolve the dispute the Contractor shall submit their dispute in writing, with all supporting documentation, to the Town's Procurement Manager, as identified in Article 1.4, Notices. Upon receipt of said notification the Town's Procurement Manager shall review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Town's Procurement Manager fail to resolve the dispute, the Contractor shall submit their dispute in writing within five (5) days to the Town Manager. Failure to submit such appeal of the written finding, within five (5) days shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager shall review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the amount of compensation determined by the Town Manager's require approval or disapproval by the Town Commission the Contractor shall only be entitled to seek judicial relief after:

- (i) it has first received Town Manager's written decision, approved by the Town Commission if applicable, or
- (ii) a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired where Town Manager's decision is subject to Town Council for approval; or
- (iii) Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing, in accordance with Article 1.8, Notices, within fourteen (14) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Agreement Price or Agreement Time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

Contractor shall continue perform the Work and provide all Services required by the Agreement during the resolution of any dispute of claim made in accordance with the Agreement.

1.36. Mediation-Waiver of Jury Trial

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the construction of a Project(s), and/or following the completion of the Project(s), the parties to this Agreement agree all unresolved disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will share the costs of a certified Mediator on a 50/50 basis. The Contractor agrees to include such similar contract provisions with all Sub-Contractors

retained for the Work, thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

1.37 Termination for Convenience

In addition to cancellation or termination as otherwise provided for in the Agreement, the Town may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor. Such Written Notice shall state the date upon which Contractor shall cease all Work under the Agreement and vacate the Project site.

The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town:

- Stop all Work on the Project on the date specified in the notice (“the Effective Date”);
- Take such action as may be necessary for the protection and preservation of the Town’s materials and property;
- Cancel all cancelable orders for materials and equipment;
- Assign to the Town and deliver to the site, or any other location specified by the Project Manager, any non-cancelable orders for materials and equipment that can not otherwise be used except for Work under the Agreement and have been specifically fabricated for the sole purpose of the Work and not incorporated in the Work;
- Take no action that shall increase the amounts payable by the Town under the Agreement Documents; and
- Take reasonable measures to mitigate the Town’s liability under the Agreement Documents.
- All charts, sketches, studies, drawings, reports and other documents, including electronic documents, related to Work authorized under the Agreement, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Agreement pursuant to the Agreement Documents, the Town will pay the Contractor:

- For the actual cost or the fair and reasonable value, whichever is less, of (1) the portion of the Project(s) completed in accordance with the Agreement through the completion date, and (2) non-cancelable material(s) and equipment that is not of any use to the Town except in the performance of the Agreement, and has been specifically fabricated for the sole purpose of the Agreement but not incorporated in the Work; and
- To the extent practical, the fair and reasonable value shall be based on the price established as a result of the Agreement. In no event, shall any payments under this Paragraph exceed the maximum cost set forth in the Agreement.
- The amount due hereunder may be offset by all payments made to the Contractor.

- All payments pursuant to this Article shall be accepted by the Contractor in full satisfaction of all claims against the Town arising out of the termination including, Further, the Town may deduct or set off against any sums due and payable under this Article any claims it may have against the Contractor.
- Contractor shall not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.
- All payments made under the Agreement are subject to audit

Upon the Town's payment in full of the amounts due the Contractor under this Article, the Contractor grants the Town full use of the Work and any Work Product to complete the Project and subsequently occupy the Project.

1.38 Event of Default

An event of default shall mean a breach of the Agreement or by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include but not limited to, the following:

- The Contractor has not performed the Work in a timely manner;
- The Contractor has refused or failed, except in case for which an extension of time is provided, to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- The Contractor has failed to make prompt payment to Consultant, Subcontractor, Subconsultant or suppliers for any services or materials they have provided;
- The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- The Contractor has failed to obtain the approval of the Town where required by the Agreement;
- The Contractor has failed in the representation of any warranties stated herein;
- When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work, the Town shall notify the Contractor in writing that it must, within the time frame set forth in the Town's request, provide adequate assurances and a plan of action to the Town, in writing, of the Contractor's ability to perform in accordance with the terms of the Agreement Documents. In the event that the Contractor fails to provide to the Town the requested assurances within the prescribed time frame, the Town may:
 - Treat such failure as a repudiation of the Agreement and/or;
 - Resort to any remedy for breach provided herein or by law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.
- In the event the Town may, at its sole discretion terminate the Agreement for default, the Town or its designated representatives may immediately take possession of all applicable documentation and data.
- Where the Town erroneously terminates the Agreement or for default, the terminations shall be converted to a Termination for Convenience, and the Contractor shall have no further recourse of any nature for wrongful termination.

1.39. Notice of Default-Opportunity to Cure

In the event that the Town determines that the Contractor is in default of their obligations under the Agreement, the Town may at its sole discretion notify the Contractor, specifying the basis for such default, and advising the Contractor that such default must be cured within a specified time frame or the Agreement with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another Contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

1.40. Termination for Default

If Contractor fails to comply with any term or condition of the Agreement Documents, or fails to perform any of its obligations hereunder, then Contractor shall be in default. Upon the occurrence of a default hereunder which is not cured within the time specified to cure the default if one has been granted by the Town, the Town Manager in addition to all remedies available to it by law, may immediately, upon written notice to Contractor, terminate this Agreement whereupon any advances for which Work has not been performed, paid by the Town to Contractor while Contractor was in default shall be immediately returned to the Town. The Town Manager may also suspend any payment or part thereof or order a Work stoppage until such time as the issues concerning compliance are resolved. Contractor understands and agrees that termination of this Agreement under this Article shall not release Contractor from any obligation accruing prior to the effective date of termination. Upon Termination for Default and the Town fully satisfying all of its obligations under this Agreement the Town shall have full use of the Work Product in connection with the Town's completion and occupancy of the Project.

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- Contractor fails to obtain the insurance or bonding herein required by the Agreement.
- Contractor fails to comply with any of its duties under the Agreement Documents, with any terms or conditions set forth in this Agreement, beyond any specified period allowed to cure such default.
- Contractor fails to commence the Work within the timeframes provided or contemplated herein, or fails to complete the Work in a timely manner as required by the Agreement.

Where it has been determined that the Contractor has been erroneously terminated under this Article, such termination shall be deemed to have been occurred under Article 1.88, Termination for Convenience. The Town in its sole discretion may terminate the Agreement without providing the Contractor a written notice to cure.

1.41. Remedies in the Event of Termination for Default

If a Termination for Default occurs, the Contractor and the bond provider shall be notified of the effective date of the termination and shall be liable for all damages resulting from the default, including but not limited to re-procurement costs and other direct damages

The Contractor shall stop Work as of the date of notification of the termination and immediately remove all labor, equipment and materials (not owned or paid for by the Town) from the Work Site. The Town assumes no liability for the Contractor's failure to remove such items from the Project(s) site(s) as required.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

As an alternative to termination, the Town may bring suit or proceedings for specific performance or for an injunction

1.42. Town May Avail Itself of All Remedies

The Town may avail itself of each and every remedy herein specifically given to it now or existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the Town. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy. The Town's rights and remedies as set forth in the Agreement Documents are not exclusive and are in addition to any other rights and remedies in law or in equity

1.43. Liquidated Damages

The Contractor is obligated and guarantees to complete the Project in the time set forth in the Agreement Documents or any approved extension of time the Contractor shall pay to the Town liquidated damages as follows. In the event of a delay in completion beyond the timeframe set forth in a Work Order, where the Town has determined that the Contractor caused or contributed to the delays, the Contractor shall pay to the Town for each and every calendar day of unexcused delay, the sum of one thousand dollars (\$1,000.00) per calendar day, which is hereby agreed upon not as a penalty but as liquidated damages. The total amount of liquidated damages shall not exceed the value of the applicable Work Order.

The Town shall have the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the Town. In case the amount, which may become due hereunder, shall be less than the amount of liquidated damages due the Town, the Contractor shall pay the difference upon demand by the Town. Should the Contractor fail to compensate the Town for any liquidated damages, the Town shall consider this as a form of indebtedness and may deny any future Work under the Agreement or any other Town contract until such indebtedness is paid in full to the Town.

1.44. Continuing the Work

Contractor shall carry on the Work and adhere to the Work schedule(s) during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order, or Supplemental Work Order. The Work shall not be delayed or postponed pending resolution of any dispute(s) or disagreement(s).

1.45. Force Majeure

Should any failure to perform on the part of Contractor be due to a condition of force majeure as that term is interpreted under Florida law, and then the Town may allow an

extension of time reasonably commensurate with the cause of such failure to perform or Cure.

If the Contractor is delayed in performing any obligation under the Agreement Documents, due to a force majeure condition, the Contractor shall request a time extension from the Town within two (2) working days of said force majeure occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the Contractor for extra compensation unless additional services are required. Force Majeure **does not include** inclement weather except as permitted by Florida law and may not include the acts or omissions of anyone under contract with the Contractor to perform any Work.

1.46. Extension of Time

Any reference in this Article to the Contractor shall be deemed to include materialmen, suppliers, laborers, and Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this article.

If the Contractor is delayed at any time during the progress of the Work beyond the time stipulated in the Work Order by the neglect or failure of the Town or by a Force Majeure, then the time set forth in the Work Order shall be extended by the Town subject to the following conditions:

- The cause of the delay arises after issuance of the Work Order or Notice To Proceed and could not have been anticipated by the Contractor before proceeding with the Work;
- The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
- The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

Note: A delay meeting all the conditions of the above, shall be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous and would have resulted in a denial of the request or an approval of a lesser period of time for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted, if the Contractor acted in reliance upon the granting of such extension, and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay shall be made within ten (10) days after the time when the Contractor knows or should have known of any cause for which it may claim an extension of time and shall provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager shall reasonably deem necessary or helpful in considering the requested extension.

The Contractor shall not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager shall endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor shall be obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor shall promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same shall have been granted. The Town shall be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction shall be obtained and move to dissolve the same or otherwise, as the Town may deem proper.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Work Order, the making of any payment to the Contractor, the issuance of any Supplemental Work Order, or Change Order, shall not waive the Town's rights under the Agreement, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

1.47. Extension of Time not Cumulative

In case the Contractor shall be delayed for any period of time by two or more of the causes mentioned in Article 1.46, Extension of Time, the Contractor shall not be entitled to a separate extension for each one of the causes; only one period of extension shall be granted for the delay.

1.48. Contractor's Damages for Delay

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against Town by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the fee under a Work Order or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of Town. Otherwise, Contractor shall be entitled only to extensions of the time for completion of the Work under a Work Order as the sole and exclusive remedy for such resulting delay.

Except as may be otherwise specifically provided for in the Agreement Documents, the Contractor agrees to make no claim for damages for delay of any kind in the performance of the Agreement Documents whether occasioned by any act or omission of the Town or any of its representatives (whether it is an Excusable Delay or otherwise) and the Contractor agrees that any such claim shall be compensated solely by an extension of time to complete the performance of the Work under a Work Order.

1.49. Notification of Claim

Any claim for a change in the time for the completion of the Work under a Work Order or the maximum fee stipulated in a Work Order shall be made by written notice by Contractor to the Procurement Manager, with a copy to the Project Manager, within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided to the Procurement Manager unless the Procurement Manager allows an additional period of time, in writing, to ascertain more accurate data in support of the claim and such notice shall be accompanied by the Contractor's written notarized statement that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims for changes in the a Work Order's time for completion or fee shall be determined by the Procurement Manager in accordance with the Agreement. It is expressly and specifically agreed that any and all claims for changes shall be waived if not submitted in strict accordance with the requirements of this Article.

The Work Order timeframe for completion will be extended in an amount equal to time lost on the Work items due to delays beyond the control of, and through no fault or negligence of the Contractor if a claim is made as provided in this Article

1.50 Loss & Damage to Property

Contractor shall accept full responsibility for Work against all losses or damages of whatever nature resulting directly or indirectly from the performance of the Work, and shall promptly make all necessary repairs or replacements, at no additional cost to the Town, to the satisfaction of the Town's Project Manager, any Work, private property, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

1.51. Stop Work Order

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to sixty (60) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of sixty (60) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town shall either:

- Cancel the Stop Work Order; or
- Terminate the Work covered by such order as provided in Article 1.37, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the Work without compensation to the Contractor for such suspension other than extending the time for Substantial Completion to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manger determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor or any other reason caused by

Contractor's fault or omission, the Contractor shall not be entitled to an extension of time as a result of the issuance of a Stop Work Order.

1.52. Cleaning Up; Town's Right to Clean Up

Contractor shall remove any waste materials and rubbish it generates in the performance of the Work as well as its tools, equipment, machinery and surplus materials upon completion of the Work. If Contractor fails to clean up during the prosecution of the Work or at the completion of the Work, the Town may do so and the cost thereof shall be charged to Contractor. If a dispute arises between Contractor and separate contractor as to their responsibility for cleaning up, Town may clean up and charge the cost thereof to the Contractor as the Project Manager shall determine to be just.

1.53. Removal of Equipment and Materials

In case of termination of this Agreement before completion for any cause whatsoever, Contractor, if notified to do so by Town, shall promptly remove all of its equipment and supplies from the property of Town. If the Contractor does not comply with Town's order, the Town shall have the right to remove such equipment and supplies at the expense of Contractor.

1.54. Set-offs, Withholdings, and Deductions

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Agreement or by applicable law including, without limitation, the following:

- Any amount of any claim by a third party;
- Any Liquidated Damages, and/or;
- Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town shall notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, shall be paid to the Contractor in accordance with the Local Government Prompt Payment Act

1.55. Independent Contractor

The Contractor is engaged as an independent business and agrees to perform Work as an independent Contractor. In accordance with the status of an independent Contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

The Contractor's staff shall not be employees of the Town, and the Contractor alone shall be responsible for their Work, the direction thereof, and their compensation and benefits of any kind. Nothing in the Agreement shall impose any liability or duty on the Town on account of the Contractor's acts, omissions, liabilities or obligations of those of any person, firm, company, agency association, corporation, or organization engaged by the Contractor as a Subcontractors, Subconsultants, expert, consultant, independent Contractors, specialist, trainee, employee, servant or agent or for taxes of any nature, including, but not limited to: unemployment insurance; worker's compensation and anti-discrimination, or

workplace legislation of any kind. The Contractor hereby agrees to indemnify and hold harmless the Town against any such liabilities, even if they arise from actions directed or taken by the Town.

1.56. Third Party Beneficiaries

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

1.57. Successors and Assigns

The performance of this Agreement shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

Any transference without Town approval shall be cause for the Town to nullify this Agreement. Any assignment without the Town's consent shall be null and void. The Contractor shall have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed assignee and the execution of an assignment/ assumption agreement in a form satisfactory to the Town Attorney as a condition precedent to considering approval of an assignment.

The Contractor and the Town each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

1.58. Materiality and Waiver of Breach

Town and Contractor agree that each requirement, duty, and obligation set forth in this Agreement Documents is substantial and important to the formation of the Agreement Documents and, therefore, is a material term hereof.

Town's failure to enforce any provision of the Agreement Documents shall not be deemed a waiver of such provision or modification of the Agreement Documents. A waiver of any breach of a provision of the Agreement Documents shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement Documents.

1.59. Severability

In the event the any provision of the Agreement Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of the Agreement Documents shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Agreement in its entirety.

An election to terminate the Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

1.60. Applicable Law and Venue of Litigation

This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

1.61. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Town Manager, Director or designee.

1.62. Entire Agreement

The Agreement Documents, as they may be amended from time to time, represent the entire and integrated Agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Agreement Documents shall not be deemed to be a waiver of any other breach of any provision of the Agreement Documents.

1.63. Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by Town, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

Contractor's decisions regarding the delivery of services under the Agreement Documents shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

In the event of noncompliance by Contractor, Consultant, Subconsultant or Subcontractor, payment may be withheld or the contract may be canceled in whole or in part.

Contractor has an EEO policy that prohibits discrimination and provides for affirmative action in employment practices. The Contractor shall adopt the following statement as his operating policy:

“it is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age, or disability. Such action shall include: employment,

upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.”

Contractor agrees to apply a good faith effort to eliminate past and present discrimination and to ensure that future discriminatory practices do not occur.

Contractor will have a designated EEO Officer who has the responsibility and authority to administer the Contractor’s EEO program.

All of the Contractor’s employees who have an active role in the hiring, supervision, or advancement of employees shall be made aware of and instructed to implement the EEO policy. In addition, employees, including applicants and potential employees, will be informed of the Contractor’s EEO policy through posted notices, posters, handbooks, and employee meetings.

The Contractor shall not discriminate in his recruitment practices and should make an effort to identify sources of potential minority and women employees.

Contractor is required to periodically review project sites, wages, personnel actions, etc., for evidence of discriminatory treatment. The Contractor is to promptly investigate all alleged discrimination complaints.

Contractor is required to advise employees and applicants of training programs available and to assist in the improvement of the skills of minorities, women, and applicants, through such programs.

The EEO policy also pertains to Contractor’s selection of subcontractors, including material suppliers and equipment leasing companies..

1.64. Royalties and Patents

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in the Agreement for said Work.

1.65. Documentation

The Contractor shall maintain, and shall require that its Subcontractor(s) and suppliers maintain complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. Records and documents must be maintained in a kept and maintained in a manner that helps ensure FEMA PA reimbursement.

1.66. Review of Records

Town and its representatives shall have the right to audit, inspect and copy, at Town’s expense, the books and records and accounts of Contractor which relate in any way to the Project and to any claim for additional compensation made by Contractor, and to conduct an audit of the financial and accounting records of Contractor which relate to a Project and to any claim for additional compensation made by Contractor including but not limited to all payroll records, invoices for materials, and books of accounts. Such records shall conform to Generally Accepted Accounting Principles requirements (GAAP), and shall only address those transactions related to the Agreement.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept in accordance with such statute. Otherwise Contractor shall retain and make available to Town all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of five (5) years following Final Completion of the Project.

If an audit inspection or examination in accordance with this Article discloses overcharges in excess of 1% except negotiated fees by the Contractor's to the Town, the actual cost of the Town's audit shall be paid by the Contractor's. If the audit discloses contract billing or charges to which Contractor's is not contractually entitled Contractor's shall pay over to the Town said sum within 20 days of receipt of a written demand unless otherwise agreed to by both parties in writing.

1.67. No Interest

Any monies not paid by Town when claimed to be due to Contractor under the Agreement Documents, including, but not limited to, any and all claims for damages of any type, shall not be subject to interest including, but not limited to prejudgment interest. However, the provisions of Section 218.74(4), Florida Statutes as such relates to the payment of interest, shall apply to valid and proper invoices.

1.68. Payments Related to Guaranteed Obligations

The Town may withhold from any payments to be made such sums as may reasonably be necessary to ensure completion of the Project with respect to defective Work, equipment or materials which may be identified by the Project Manager.

The Town may deduct from any payment due the Contractor an amount equal to its cost incurred on account of the Contractor's failure to fully perform its obligations under the Agreement.

The Project Manager, prior to withholding or deducting any monies hereunder, shall give the Contractor notice of the defective Work, equipment or material and the basis for the withholding or deduction.

Upon the Project Manager's determination that the Contractor has fulfilled its obligations, the Town will pay the Contractor any monies owed, subject to Contractor's submission of, or compliance with, any remaining documentation or obligation, as the case may be, in accordance with the Agreement Documents

1.69. Consent of Town Required for Subletting or Assignment

If the Contractor assigns, transfers, sublets or otherwise disposes of the Agreement or its right, title or interest in or to the same or any part thereof without the previous consent in writing of the Town, such action shall be an Event of Default. Nothing herein shall either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

1.70. Agreement Limiting Time in Which to Bring Action Against the Town

In the event the Contractor may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Agreement Documents by reason of any act or omission or

requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Agreement, or if final payment has not been issued within six (6) months of substantial completion of the Work or upon any claim relating to monies required to be retained for any period after the issuance of the said certificate, unless such action is commenced within six (6) months after such monies become due and payable under the terms of the Agreement Documents, or if the Agreement is terminated or declared abandoned under the provisions of the Agreement unless such action is commenced within six (6) months after the date of such termination or declaration of abandonment by the Town.

1.71. Defense of Claims

Should any claim be made or any legal action brought in any way relating hereto or to the Work hereunder, except as expressly provided herein, the Contractor shall diligently render to the Town, after additional compensation is mutually agreed upon, any and all assistance which the Town may require of the Contractor.

1.72. Availability of Funding

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

1.73. Mutual Obligations

This document, change order, field directive, and written clarifications issued under the Agreement, and the Contractor's submittals, shall constitute the Agreement Documents between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by their duly authorized representatives.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where the Agreement Documents imposes an indemnity obligation on the Contractor, the Town, may at its expense, elect to participate in the defense of the claim if the Town should so choose. Furthermore, the Town may, at its own expense, defend or settle any such claim if the Contractor fails to diligently defend such claim, and thereafter seek indemnity for such cost from the Contractor.

1.74. Nature of the Agreement

The Contractor shall provide the services set forth in the Agreement Documents. The Contractor shall provide full and prompt cooperation with the Town in all aspects of the Work to be performed.

The Contractor acknowledges that the Agreement Documents require the performance of all things necessary for or incidental to the effective management and performance of a Project(s). All things not expressly mentioned in the Agreement Documents, but necessary to carrying out its intent are required by the Agreement Documents, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies and other items required for the completion of the Agreement. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.

1.75. Agreement Documents Contains all Terms

The Agreement Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Agreement Documents shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

1.76. Survival

The parties acknowledge that any of the obligations in the Agreement Documents will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Town under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration thereof.

1.77 Joint Preparation

Preparation of this Agreement has been a joint effort of the Town and Contractor and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

1.78 Nondisclosure

To the extent allowed by law, Contractor agrees not to divulge, furnish or make available to any third person, firm or organization, without Director or designee's prior written consent, or unless incident to the proper performance of the Contractor's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Contractor hereunder, and Contractor shall require all of its employees, agents, Subconsultants and Subcontractors to comply with the provisions of this paragraph.

1.79 Truth-In-Negotiation Certificate

By executing the Agreement the Contractor certifies that wage rates and other factual unit costs supporting the cost of the Work performed under the Agreement are accurate, complete, and current at the time of award. The total Agreement payments thereto will be adjusted to exclude any significant sums by which the Town determines the Agreement Price was increased due to inaccurate, incomplete or non-current wage rates and other factual costs. All such price adjustments will be made within 1 year following the end of the Project.

SECTION 2

SCOPE OF SERVICES

2.1. Scope of Work

The Town is contracting for the services of debris monitor(s) to support the overnight and management of debris recovery contractors. The Contractor shall also provide a range of related services including truck certification, monitoring debris recovery and disposal services, damage assessment, training, emergency planning, and other services as needed or as requested by the Town. Other services may include facilitating communications with FEMA, FHWA, the State of Florida and other federal agencies, and coordination with state and Town insurance representatives.

The decision to issue a Work Order to initiate the Contractor's Services will be determined on an Event-by-Event basis, and is dependent upon factor such as the amount and extent of the debris to be removed.

(To Be Revised Based on Successful Proposer's Submittal)

Section 3

Price Schedule

Position	Hourly Rates	Total
Project Manager	\$	\$
Office Supervisor	\$	\$
Operations Managers	\$	\$
FEMA Coordinator	\$	\$
Scheduler/Expeditors	\$	\$
Truck Certifier	\$	\$
Field Supervisor	\$	\$
Tower Monitors	\$	\$
Environmental Specialist	\$	\$
GIS Specialist/Computer Analyst	\$	\$
Billing/Invoice Analyst (load ticket data entry clerks/QA/QC	\$	\$
Field Monitors	\$	\$
Administrative Assistant	\$	\$
Billing/Invoice Analysts	\$	\$
Residential Drop-off Monitors	\$	\$

Optional Services

Aerial Photographs	
Aerial Photo Package (one flight & one photograph	\$
Photograph Copies (per duplicate of original photo)	\$
Additional Photographs (per photo, same flight, same location, different view)	\$
Additional Location (one photo, same flight, different location)	\$

FORM A. - SUBCONTRACTORS

FIRM NAME	CONSULTING FIELD

FORM B. – KEY STAFF

NAME	JOB CLASSIFICATION

Section 5

CONTRACT EXECUTION FORM

This Agreement _____ made this ____ day of _____ in the year **2013** by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and **(Name of Contractor)**.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: _____
Marjorie Tejeda, Town Clerk

By: _____
Alex Rey, Town Manager

By: _____
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

(Name of Contractor)

By: _____

By: _____

Name: _____

Title: _____

(*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Agreement to do so in its behalf.

CORPORATE RESOLUTION

WHEREAS, _____, desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the _____,
(type title of officer)

_____, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)